

**Tokio Marine & Nichido Fire Insurance Co., Ltd.**

2-1 Marunouchi 1-Chome, Chiyoda-ku, Tokyo 100-8050 Japan



**TOKIO MARINE  
NICHIDO**

***PROPRIETARY & CONFIDENTIAL***

## **PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

This is a claims made policy.

**TOKIO  
MARINE  
GROUP**

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

2-1, Marunouchi 1-Chome, Chiyoda-Ku, Tokyo. 100-8050 Japan

TOKIO MARINE  
NICHIDO

**PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS**  
 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF  
 THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS  
 POLICY.

Policy Number	3014411699		
Authorized Agent	Mazda Acc		
1. Named Insured And Mailing Address: (First Named Insured)	Name: Mazda Motor Corporation Address: 3-1, Shinchu, Fuchu-cho, Aki-gun, Hiroshima, 730-8670 Japan		
2. Named Insured is:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Organization, Including A Corporation (But Not Including A Partnership, Joint Venture Or Limited Liability Company)		
3. Policy Period: From May 1, 2014 To May 1, 2015 At 00:01 A.M. Standard Time At Your Mailing Address Shown Above			
4. Retroactive Date: June 15, 1971			
5. Coverage Territory: U.S.A. including its territories and possessions, Canada and Mexico			
6. Limits Of Insurance (Combined Single Limit):			
A. Each Occurrence Limit	US\$ 20,000,000.-		
B. Aggregate Limit	US\$ 60,000,000.-		
7. Deductible: Nil Per Occurrence			
8. Description of Hazards	Premium Basis	Adjustment Rate	Deposit Premium
<input checked="" type="checkbox"/> Products (1) All Mazda and Mazda Speed Brand Products including but not limited to automobiles, knockdown parts, automobile parts, accessories and tools approved or authorized by Mazda Motor Corporation. (2) All products manufactured or supplied by Mazda Motor Corporation or by its affiliates/subsidiaries excluding products supplied to Ford Motor Company and Ford Motor Company of Canada Ltd.  It is hereby also agreed that Products includes pre-production automobiles for test-drive. Pre-production automobiles do not include those for racing activities.			
<input checked="" type="checkbox"/> Completed Operations As per attached "Description of Hazards (Completed Operations) Endorsement"			
9. Minimum Annual Premium	-	10. Total Deposit Premium	

Form(s) and Endorsement(s) made a part of this policy: See attached endorsement(s) No.1 to No. 18

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE  
 FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Date Of Issue: April 7, 2015

TOKIO MARINE &amp; NICHIDO FIRE INSURANCE CO., LTD.



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## Tokio Marine &amp; Nichido Fire Insurance Co., Ltd.

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

**SECTION I - COVERAGES****PRODUCTS/COMPLETED OPERATIONS****BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages and Supplementary Payments is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or in the payment under Supplementary Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period; and

(4) Prior to the inception date of the first policy issued by us, no insured knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or could have reasonably foreseen such an "occurrence".

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When we become aware of or any insured becomes aware of (or reasonably should have become aware of) any circumstance which we consider may result in such claim in the future.

d. A claims series event, which means a series of two or more claims arising out of the same or common cause, shall be deemed to have been made at the time the first of those claims is made against any insured, even if such claims are made during different policy periods.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift,

distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**f. War, Revolution Or Civil Disturbance**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

(4) Riot, riot attending a strike, civil commotion, mob action; or

(5) Nationalization, confiscation, requisition or destruction of or damage to property by order of a hostile government.

**g. Damage To Property**

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you; or

(4) Personal property in the care, custody or control of the insured.

**h. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**i. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

**j. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other tangible property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**PROPRIETARY & CONFIDENTIAL****k. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1)"Your product";
- (2)"Your work";
- (3)"Impaired property"; or
- (4)Any product of which "your product" comprise any part or portion;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**l. Pollution**

- (1)"Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2)Any loss, cost or expense arising out of any:
  - (a)Request, demand, order or statutory or regulatory

requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b)Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**m. Nuclear Material**

"Bodily injury" or "property damage" directly or indirectly resulting from "hazardous properties" of "nuclear material". As used in this exclusion, "property damage" includes all forms of radioactive contamination of property.

**n. Earthquake, Volcanic Eruption, Tidal Wave Or Tsunami**

"Bodily injury" or "property damage" directly or indirectly resulting from earthquake, volcanic eruption, tidal wave or tsunami.

**o. Punitive Damages, Fines Or Penalties**

Any liability for fines, penalties, punitive damages, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit".
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after

entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

- g. Expenses incurred by the insured for first aid to others at the time of an accident, for "bodily injury" to which this insurance applies.

We will pay, within and as a part of the applicable limit of insurance, all Supplementary Payments set forth above, and we shall in no case be obligated to pay any judgment, settlement or such Supplementary Payments or to defend any "suit" after the applicable limit of insurance has been exhausted by payments of judgments, settlements or such Supplementary Payments. Such payments will be deemed to be damages and reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**2. Each of the following is also an insured:**

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
  - (1)"Bodily injury":
    - (a)To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b)To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1) (a) above;

- (c)For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or

- (d)Arising out of his or her providing or failing to provide professional health care services.

**(2)"Property damage" to property:**

- (a)Owned, occupied or used by,

- (b)Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee") or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1)With respect to liability arising out of the maintenance or use of that property; and

- (2)Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of damages and Supplementary Payments because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. Subject to 2. above, the Each Occurrence Limit is the most we will

pay for the sum of damages and Supplementary Payments because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purpose of clarifying the limits of insurance, a claims series event, which means a series of two or more claims arising out of the same or common cause, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions, shall be considered as arising out of one "occurrence" regardless of the number of "occurrences", even if such claims are made during different policy periods, and our total payment for such losses shall be limited to the same amount as the limits of insurance of the policy which applies to the first claim made for damages caused by such same or common cause.



**PROPRIETARY & CONFIDENTIAL****SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS****1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. This insurance does not apply, if any insured fails to fulfill duties set forth above in this Paragraph 2, without any proper reason.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium**

a. The Deposit Premium shown in the Declarations is due and payable at the effective date of this policy unless shown otherwise in this policy.

b. The Deposit Premium is subject to adjustment unless shown as a flat premium.

If the Deposit Premium is subject to adjustment, then, upon expiration or cancellation of the policy, the earned premium shall be computed in accordance with the Adjustment Rate and the Premium Basis shown in the Declarations or in an endorsement to this policy. In no event, however, shall the earned premium be less than the Minimum Annual Premium shown in the Declarations or the fraction of the Minimum Annual Premium computed in accordance with Paragraph A.5. of Common Policy Conditions.

If the earned premium exceeds the Deposit Premium paid, you shall pay the excess to us; if the earned premium is less than the Deposit Premium paid, we shall return the difference to you.

c. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

a. By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. This policy is void in any case of fraud by you as it relates to this policy or any claim or "suit" under this policy.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

If those rights are impaired by the insured, insured must reimburse us for the amount which we could have recovered had they not been impaired.

**9. Jurisdiction**

Any dispute pertaining to the interpretation, application or construction of this insurance contract shall be filed and resolved solely in a Japanese court; and the law applicable to resolution of such dispute shall be the law of Japan.

**10. Exception of Defense Coverage**

In the event any claim or "suit" is brought or made against the insured within the territories where we are prevented by law or otherwise from performing the obligation to defend, we shall be obligated neither to defend any such claim or "suit" nor pay on behalf of the insured any damages, and we will instead reimburse the insured, within and as a part of the applicable limit of insurance, for settlement, judgment or reasonable expenses incurred with our written consent.

**SECTION V - DEFINITIONS****1. "Auto" means:**

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the jurisdiction where it is licensed or principally garaged.

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However, "auto" does not include "mobile equipment".

2. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. **"Coverage territory"** means:
  - a. Any nation or area described in the Declarations;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above or between such places and Japan; or
  - c. All other parts of the world if the injury or damage arises out of goods or products made or sold by insureds in the territory described in a. above

provided the original "suit" for damages because of such injury or damage is brought within Japan or the territory described in a. above.
4. **"Employee"** includes a "leased worker" and a "temporary worker".
5. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. **"Hazardous properties"** include, without limitation, radioactive, toxic or explosive properties.
7. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.
8. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
9. **"Loading or unloading"** means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
10. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

  - (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the jurisdiction where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

11. **"Nuclear material"** includes source material, special nuclear material or byproduct material.
12. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
14. **"Products-completed operations hazard"**:
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
15. **"Property damage"** means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
16. **"Suit"** means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
17. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
18. **"Your product"**:
  - a. Means:
    - (1) Goods or products, shown in the Declarations, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You; or
      - (b) Others trading under your name; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and



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- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**19. "Your work":****a. Means:**

- (1) Work or operations, shown in the Declarations, performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

**A. Cancellation**

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- If the first Named Insured cancels, the earned premium shall be computed on the basis of our short-rate table and procedure, as applied to the Minimum Annual Premium. If we cancel, the earned premium shall be computed on a pro rata basis, as applied to the Minimum Annual Premium. In no event, however, shall the earned premium be less than the product of the Adjustment Rate and the Premium Basis shown in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**D. Inspections And Surveys**

- We have the right to:
  - Make inspections and surveys at any time;
  - Give you reports on the conditions we find; and
  - Recommend changes.
- We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- Are safe or healthful; or

- Comply with laws, regulations, codes or standards.

- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**E. Premiums**

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Short-rate table

Expired Period	Short Rate
Up to 7 days	10%
Up to 15 days	15%
Up to 1 month	25%
Up to 2 months	35%
Up to 3 months	45%
Up to 4 months	55%
Up to 5 months	65%
Up to 6 months	70%
Up to 7 months	75%
Up to 8 months	80%
Up to 9 months	85%
Up to 10 months	90%
Up to 11 months	95%
Up to 1 year	100%

**NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**1. This insurance does not apply:****a. To "bodily injury" or "property damage":**

- With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**b. To "bodily injury" or "property damage" resulting from**

"hazardous properties" of "nuclear material", if:

- The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Nuclear material" includes "source material", "Special nuclear material" or "by-product material";

"source material", "Special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total

amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

### ASBESTOS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2. Exclusions of SECTION 1 - COVERAGES: This insurance does not apply to "bodily injury" or "property damage" directly or indirectly resulting from the existence, handling, processing, manufacture, sale, distribution, storage, transport, disposal or use of asbestos, asbestos products or products containing asbestos.



**PROPRIETARY & CONFIDENTIAL**

**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

**POLICY NUMBER: 3014411699**

**ENDORSEMENT NUMBER: I**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED PRODUCTS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

This insurance does not apply to "bodily injury" or "property damage" arising out of any of "your products" shown in the Schedule below.

**SCHEDULE**

- (1) Aircraft
- (2) Rocket or satellite
- (3) Part, component or equipment used as structure, driving equipment, landing gear, electronic equipment, hydraulic equipment or technical instrument of (1) or (2) above.
- (4) Engines and its parts not for automobiles, including but not limited to those for forklifts and vessels.
- (5) All the products and its parts manufactured and/ or sold by former Industrial Machinery Division of Mazda Earth Technologies Co., Ltd., including but not limited to Fork Drills and Hydraulic Drills.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**  
**- AFFILIATES/ SUBSIDIARIES AND RETROACTIVE**  
**DATE**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. The person(s) or organization(s) shown in the Schedule below shall be added as an additional insured, but only with respect to their liability as your affiliate(s), and/ or subsidiary(ies).

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Retroactive Date
All affiliates and subsidiaries of Mazda Motor Corporation who do not reside in the United States, including its territories and possessions and in Japan.	May 1, 1994
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## 2. However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

## 3. With respect to the insurance afforded to these additional insureds;

- a. Retroactive Date shown in the Declarations shall be replaced with that shown in the Schedule above (referred to below as "Retroactive Date"); and
- b. This insurance applies only to claims made during the policy period against the insured in respect of "bodily injury" or "property damage" arising out of "occurrences" which occur on and after the "Retroactive Date", only if any insured did not know or could not have reasonably foreseen such "occurrence" prior to the "Retroactive Date".

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**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

**POLICY NUMBER: 3014411699**

**ENDORSEMENT NUMBER: 2**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

4. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 3****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED ENDORSEMENT -  
MANUFACTURERS**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

The person(s) or organization(s) shown in the Schedule below shall be added as an additional insured, but only with respect to the operations in the regular course of manufacturing "your product".

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
<b>ADVICS CO.,LTD.</b> <b>AICHI MACHINE INDUSTRY CO.,LTD.</b> <b>AICHI STEEL WORKS LTD.</b> <b>AIKOKU ALPHA CORPORATION</b> <b>AISAN INDUSTRY CO.,LTD.</b> <b>ALPHA CORPORATION</b> <b>ART METAL MFG CO.,LTD.)</b> <b>ASAHI RUBBER CO.,LTD.</b> <b>ASHIMORI INDUSTRY CO.,LTD.</b> <b>ASTEER CO.,LTD.</b> <b>AUTO TECHNICA CORPORATION</b> <b>BANDO CHEMICAL INDUSTRIES,LTD.</b> <b>BENDA-KOGYO CO.,LTD</b> <b>BLISS BRAIN CO.</b> <b>CALSONIC KANSEI CORPORATION</b> <b>CCI CORPORATION</b> <b>CENTRAL SAINT-GOBAIN CO.,LTD.</b> <b>CHK SPRING INDUSTRY CO.,LTD.</b> <b>CHUO INDUSTRES LTD.</b> <b>CHUO SPRING CO.,LTD.</b> <b>CONTINENTAL AUTOMOTIVE CORPORATION</b> <b>DAIDO KOGYO CO.,LTD.</b> <b>DAIDO METAL CO.,LTD.</b> <b>DAIKYO NISHIKAWA CORPORATION</b> <b>DAIRIKI IRON WORKS CO.,LTD.</b> <b>DELTA KOGYO CO.,LTD.</b> <b>DIAMOND ELECTLIC MFG. CO.,LTD</b> <b>DUNLOP GOODYEAR TIRES LTD.</b> <b>DYNAX CORPORATION</b> <b>ENKEI CORPORATION</b>

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 3****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Name Of Additional Insured Person(s) Or  
Organization(s)

EXEDY CORPORATION  
 FALTEC CO.,LTD  
 FEDERAL-MOGUL JAPAN K.K  
 FUJI BELLOWS CO LTD  
 FUJIKURA LTD.  
 FUJITSU TEN LIMITED  
 FUKOKU  
 FUTABA KOGYO CO.,LTD.  
 GATES UNITTA ASIA COMPANY  
 HAMADA CORPORATION  
 HAMANI KASEI CO.,LTD.  
 HAYASHI TELEMPU CO.,LTD.  
 HIKARI SEIKO CO.,LTD.  
 HI-LEX CORPORATION  
 HIRATA SEIKI CORPORATION  
 HIROSHIMA ALUMINUM INDUSTRY CO.,LTD.  
 HIROSHIMA SEIKEN KOGYO CO.,LTD.  
 HIROSHIMA SEIMITSU KOGYO CORPORATION  
 HIROTANI CO.,LTD.  
 HIROTEC CORPORATION  
 HIRUTA KOGYO CO.,LTD.  
 HITACHI CHEMICAL COMPANY,LTD.  
 HITACHI METALS LTD.  
 HP PELZER JAPAN KK  
 ICHIKOH INDUSTRIES LTD.  
 IMASEN ELECTRIC INDUSTRIAL CO.,LTD.  
 INOAC CORPORATION  
 ISIKAWA GASKET CO LTD  
 JAPAN CLIMATE SYSTEMS CORPORATION  
 JAPAN DROP FORGE CO.,LTD.  
 JTEKT CORPORATION  
 KAINAN IRON WORKS CO.,LTD.  
 KANBISHI CORPORATION  
 KANEMITSU CO.,LTD.  
 KASAI KOGYO CO.,LTD.  
 KATAYAMA KOGYO CO.,LTD.  
 KAWADA CO.,LTD.  
 KAWAKAMI IRON WORKS LTD.  
 KAYABA INDUSTRY CO.,LTD.  
 KAYABA INDUSTRY CO.,LTD. (NIPPON POWER STEERING)  
 KEYLEX CORPORATION  
 KITAGAWA IRON WORKS CO.,LTD.  
 KOBE STEEL LTD.  
 KOITO MANUFACTURING CO.,LTD.  
 KOKUSAN PARTS INDUSTRY CO.,LTD.  
 KOLBENSCHMIDT K.K

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 3****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Name Of Additional Insured Person(s) Or Organization(s)
KUBOTA CORPORATION KUBOTA IRON WORKS CO.,LTD. KUMADA KURASHIKI KAKO CO.,LTD. KURE TEKKOSHO CO.,LTD. KYODO SHAFT CO.,LTD. KYOEI FASTENER,LTD. KYOWA CHUZO CO.,LTD. KYOWA METAL WORKS CO.,LTD. MANNOH INDUSTRIAL MAPS.CO.,LTD. MARUYASU INDUSTRIES CO.,LTD. MATSUDA TEKKO CO.,LTD. MATSUMOTO HEAVYINDUSTRY CO.,LTD. MAZDA ACE CO.,LTD. MAZDA ENGINEERING & TECHNOLOGY CO.,LTD. MAZDA LOGISTICS CO.,LTD. MEIRA CORPORATION MEIWA INDUSTRY CO.,LTD. METAL ART CORP. MICROTECHNO CORPORATION MIKUNI CORPORATION MINORU KASEI CO.,LTD. MITO KOGYO CO.,LTD. MITOYAKINZOKU KABUSHIKIGAISHA MITSUBISHI ELECTRIC CORPORATION MITSUBOSHI BELTING LTD. MITSUI KINZOKU ACT CORPORATION MIYAZAKI SEICO CO.,LTD. MOLTEN CORPORATION N.E.CHEMCAT CORPORATION NAGANUMA SHOJI CO.,LTD. (HIROSHIMA TENT) NAGATO CORPORATION NAKAGAWA SPECIAL STEEL.CO.,INC. NAKAMOTO RASEN CORPORATION NANJO SOBI KOGYO CO.,LTD. NGK SPARK PLUG CO.,LTD. NHK SPRING CO.,LTD. NICHIRIN CO.,LTD. NIFCO INC. NIITECH CO.,LTD. NIKKEI KAKOH CO.,LTD. NIPPON CHEMI-CON CORPORATION NIPPON GASKET CO.,LTD. NIPPON PISTON RING CO.,LTD. NIPPON SHEET GLASS CO.,LTD.



**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 3****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Name Of Additional Insured Person(s) Or Organization(s)
<p> <b>NIPPON STUD WELDING CO.,LTD.</b>  <b>NIPPON THERMOSTAT CO LTD</b>  <b>NISSHINBO BRAKE INC.</b>  <b>NISSINBO PRECISION INSTRUMENT AND MACHINERY HIROSHIMA CORPORATION</b>  <b>NITTAN VALVE CO.,LTD.</b>  <b>NITTODENKO CORPORATION</b>  <b>NK WORKS CO.,LTD.</b>  <b>NOK CORPORATION</b>  <b>NS WEST INC</b>  <b>NSK LTD.</b>  <b>NSK LTD. (NSK NEEDLE BEARINGS)</b>  <b>NSK LTD. (NSK STEERING SYSTEM)</b>  <b>NSK LTD. (NSK WARNER)</b>  <b>OCHIAi COMPANY CO.,LTD.</b>  <b>OGINO KOGYO CO.,LTD.</b>  <b>OHMORI TECHNOS CO.,LTD.</b>  <b>OKAYA&amp;CO.,LTD.</b>  <b>OKUMURA FORGE CO.,LTD.</b>  <b>OMRON AUTOMOTIVE ELECTRONICS</b>  <b>ONDO CORPORATION</b>  <b>OWARI PRECISE PRODUCTS CO.,LTD.</b>  <b>PIOLAX INC</b>  <b>PRESS KOGYO CO.,LTD.</b>  <b>PRIME POLYMER CO.,LTD.</b>  <b>RIKEN CORPORATION</b>  <b>RING TECHS CO.,LTD.</b>  <b>ROKI CO.LTD.</b>  <b>RYOBI LIMITED</b>  <b>SAMTECH CORP.</b>  <b>SANKEI INDUSTRY CO.,LTD.</b>  <b>SANKIN CORPORATION.LTD.</b>  <b>SANOH INDUSTRIAL CO.,LTD.</b>  <b>SANWA KOGYO CO.,LTD.</b>  <b>SANWA SEIKI LTD</b>  <b>SANYO MARK CO.,LTD.</b>  <b>SANYO SEISAKUSHO CO.,LTD.</b>  <b>SHAPE JAPAN CO.,LTD.</b>  <b>SHOWA CORPORATION</b>  <b>SIGMA CORPORATION</b>  <b>SOMIC ISHIKAWA</b>  <b>STANLEY ELECTRIC CO.,LTD.</b>  <b>SUGIHARA CO.,LTD.</b>  <b>SUMINO KOGYO LTD.</b>  <b>SUMINOE TEXTILE CO.,LTD.</b>  <b>SUMITOMO ELECTRIC SINTERED ALL</b>  <b>SUMITOMO LIGHT METAL INDUSTRIES, LTD.</b> </p>

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Name Of Additional Insured Person(s) Or Organization(s)
SUNCALL CORPORATION
SUNMECH CORPORATION
T.RAD CO.,LTD
TAIHEI INDUSTRIAL CO.,LTD.
TAIHO KOGYO CO.,LTD.
TAKATA CORPORATION
THE FURUKAWA ELECTRIC CO.,LTD.
THK CO.,LTD.
TOGOSEISAKUSYO CORPORATION
TOHO INDUSTRY CORPORATION
TOKAI RIKI CO.,LTD.
TOKAI RUBBER INDUSTRIES, LTD.
TOKYO ROKI CO.,LTD.
TOPY INDUSTRIES,LIMITED
TORAY INDUSTRIES,INC.
TOYO ADVANCED TECHNOLOGIES CO.,LTD.
TOYO INDUSTRY CO.,LTD.
TOYO SEAT CO.,LTD.
TOYODA GOSEI CO.,LTD.
TPR CO.,LTD.
TSUBAKIMOTO CHAIN CO.,LTD.
TSUCHIMOTO DROP FORGE CO.,LTD.
UBE ALUMINUM WHEELS LTD.
UCHIYAMA MANUFACTURING CORP.
UEHARA NAMEPLATE IND.CO.,LTD
UMETOKU CO.,LTD.
UNIPRES CORPORATION
U-SHIN LTD.
USUI KOKUSAI SANGYO KAISHA LTD
WASHI BERM CO.,LTD.
YAMADA MANUFACTURING CO.,LTD
YAZAKI CORPORATION
YOROZU CORPORATION
YOSHIWA KOGYO CO.,LTD.
Y-TEC CORPORATION
YUMEX CORPORATION
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT – VENDORS**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

Section II -- Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule below, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule below which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to "bodily injury" or "property damage" arising out of:
  - a. Any express warranty unauthorized by you;
  - b. Any physical or chemical change in the product made intentionally by the vendor;
  - c. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - e. Demonstration, installation, servicing or repair operations;
  - f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - g. Sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
2. This insurance does not apply to any person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 30144H1699****ENDORSEMENT NUMBER: 4****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All vendors of the "Named Insured", who do not reside in USA including its territories and possessions.	The products specified in the Declarations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**  
**-MANUFACTURERS/ ASSEMBLERS**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as "additional insured") shown in the Schedule below, but only with respect to "bodily injury" or "property damage" arising out of "your products", shown in the Schedule below, which are manufactured in the regular course of the "additional insured's" business, subject to the following additional exclusions:

1. The insurance afforded the "additional insured" does not apply to "bodily injury" or "property damage" arising out of:
  - a. Any express warranty unauthorized by you;
  - b. Any physical or chemical change in the product made intentionally by the "additional insured";
  - c. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as the "additional insured" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - e. Demonstration, installation, servicing or repair operations;
  - f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "additional insured"; or
  - g. Sole negligence of the "additional insured" for its own acts or omissions or those of its employees or anyone else acting on its behalf.
2. This insurance does not apply to any person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 5****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) ("Additional Insured")	Your Products	Retroactive Date
All Mazda Brand Products manufacturers who do not reside in Japan.	The products specified in the Declarations	May 1, 1994 or date of Contract, whichever is later.
Insured of Scheduled Insurance described in "Other Insurance Endorsement" (Endorsement Number 12) of this Policy.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

With regard to the Additional Insured added by this endorsement:

- a. Retroactive Date shown in the Declarations shall be replaced by the Retroactive Date shown in the Schedule above (referred to below as "Retroactive Date"); and
- b. This insurance applies only to claims made during the policy period against the insured in respect of "bodily injury" or "property damage" arising out of "occurrences" which occur on and after the "Retroactive Date", only provided that any insured did not know or could not have reasonably foreseen such "occurrence" prior to the "Retroactive Date".

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 6****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED ENDORSEMENT -  
MANUFACTURERS AND RETROACTIVE DATE**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

The person(s) or organization(s) shown in the Schedule below shall be added as an additional insured, but only with respect to the operations in the regular course of manufacturing "your product" shown in the Schedule below.

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Your Products	Retroactive Date
Dunlop Goodyear Tires Ltd.	Flat Tire Repairing Kit	April 1, 2003
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

With regard to the Additional Insured added by this endorsement:

- a. Retroactive Date shown in the Declarations shall be replaced by the Retroactive Date shown in the Schedule above (referred to below as "Retroactive Date"); and
- b. This insurance applies only to claims made during the policy period against the insured in respect of "bodily injury" or "property damage" arising out of "occurrences" which occur on and after the "Retroactive Date", only provided that any insured did not know or could not have reasonably foreseen such "occurrence" prior to the "Retroactive Date"

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESCRIPTION OF HAZARDS (COMPLETED  
OPERATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. "Completed Operations" of Item 8. "Description of Hazards" in the Declarations of this policy is completed with the following:

**【Completed Operations】**

- (1) Repair, service or installation of Rotary Engine, Control Box equipment for Mazda Rotary Antipollution System, other engines, transmissions and other items conducted by Mazda Motor of America, Inc. and Mazda Canada Inc.
  - (2) Check or test of exhaust gas in the Emission-Test-Lab conducted by Mazda Motor of America, Inc. and Mazda Canada Inc.
  - (3) Installation of boxes or beds on chassis, which are supplied or approved by Mazda Motor Corporation.
  - (4) Repair, service or installation of air conditioner, auto cruise control and other items approved by Mazda Motor Corporation, which are conducted by the insured or its contractor.
2. SECTION II -WHO IS AN INSURED is amended to include any person or organization who conducted operations described in 1. above, if such operations are performed under instruction or with authorization from Mazda Motor Corporation.



**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONTRACTUAL LIABILITY  
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. "b. Contractual Liability" of "2. Exclusions" of "SECTION I - COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY" is deleted and replaced with the following:

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in the contracts scheduled below because of "bodily injury" or "property damage" caused by an "occurrence" which occurs on and after the retroactive date stated in the Declarations.

**SCHEDULE**

Contract Name	DV4 COOPERATION IN MANUFACTURE AND SUPPLY AGREEMENT
Contracting Party	Peugeot Citroen Automobiles S.A. and Ford Motor Company Limited
Contract Date	October 7, 1999

Contract Name	DV6 COOPERATION IN MANUFACTURE AND SUPPLY AGREEMENT
Contracting Party	Peugeot Citroen Automobiles S.A. and Ford Motor Company Limited
Contract Date	November 25, 2003

Contract Name	Vehicle Sales Agreement
Contracting Party	Ford Motor Company Limited and Mazda Motor Logistics Europe N.V.
Contract Date	September 30, 2003

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 9****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF THE DEFINITIONS OF PRODUCTS**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

With respect to "your product" shown in the Schedule below:

1. Subparagraph 14.a. (1) of SECTION V - Definitions is deleted; and
2. Notwithstanding the provisions of subparagraph 4.a. of SECTION IV- PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, if other valid and collectible insurance or compensation is available to the insured for loss we cover under this Coverage Part, this insurance only applies to the loss in excess of the sum of limits of liability of such other insurance or compensation and deductible thereof. The compensation includes but not limited to financial compensation under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

**SCHEDULE**

<b>Your Products</b>
<b>The products specified in the Declarations.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 10****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF SUPPLEMENTARY PAYMENTS  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

Expenses defined in c. of SUPPLEMENTARY PAYMENTS of SECTION 1 - COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY shall include the necessary and useful expenses of business travel from Japan incurred by you for your personnel to attend to actual or potential witness(es) for a deposition, a trial, or any other judicially related activities where Insured is required to make official statements and/or official comments in front of the judge and/ or plaintiff's counsel (hereinafter referred to as "Travel Allowance"), when:

- (a) The maximum number of such attendants at each deposition or trial is 1 unless we otherwise approve in advance;
- (b) "Travel Allowance" is limited to travel expenses, accommodation charges and other out of pocket expenses which we approve as adequate; and
- (c) You must give written notice to us of the attendant's business travel before his/her departure.

**PROPRIETARY & CONFIDENTIAL**

**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: II

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF THE DEFINITION OF COVERAGE**  
**TERRITORY**

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Paragraphs 3. and 18. of Section V- Definitions is deleted and replaced with the following:

3. "Coverage territory" means:

- a. Any nation or area described in the Declarations; or
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above or between such places and Japan;

provided the original "suit or claim" for damages because of such injury or damage is brought within the territory described in a. above.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 12****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OTHER INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. Notwithstanding subparagraph 4.a. of SECTION IV- PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, if the Scheduled below (referred to below as the "scheduled insurance") is available to the insured for a loss we cover, this insurance applies only to the loss in excess of the sum of limits of liability of the "scheduled insurance" and deductible thereof.

2. While this policy is in force, the first Named Insured shown in the Declarations shall maintain the "scheduled insurance", and its renewals and replacements without alteration of terms and conditions, in full force and effect during this policy period, except for any reduction or exhaustion of any aggregate limit of liability by payment of claims made against the insured during this policy period in respect of "bodily injury" or "property damage" caused by "occurrences" which occur on and after the retroactive date shown in the Declarations of this policy. If the first Named Insured fails to maintain the "scheduled insurance" in full force and effect, the insurance afforded by this policy shall apply only in the same manner as the "scheduled insurance" would have been so maintained in full force and effect.

The first Named Insured shall give us written notice as soon as practicable of any change in scope of coverage or the amount of limits of insurance under the "scheduled insurance", and of termination of any coverage, or reduction or exhaustion of any aggregate limit of insurance of the "scheduled insurance".

**SCHEDULE**

Policy Number	RCJMX0000024
Type of Policy	Products/ Completed Operations Liability Policy
Policy Period	from Dec. 7, 2013 to Dec. 7 2014
Limits of Insurance	US\$ 1,000,000.- each occurrence and in the aggregate



**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.****POLICY NUMBER: 3014411699****ENDORSEMENT NUMBER: 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

This insurance applies to claims made within two years after the end of the policy period of this insurance against the insured in respect of "bodily injury" and "property damage" caused by an "occurrence" which occurred on any day between the Retroactive Date shown in the Declarations of this insurance and the end of the policy period of this insurance, and such claims will be deemed to have been made on the last day of the policy period of this insurance, only if you give written notice of such "occurrence" within three months after the end of the policy period of this insurance to us in accordance with "2. Duties In Event Of Occurrence, Claim Or Suit" of SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS.

In this endorsement, we will not reinstate or increase the Limits of Insurance or extend the policy period of this insurance.

This endorsement applies either in case that this insurance should be cancelled or rejected to be renewed by us or you. However this endorsement does not apply when any other valid and collectible insurance written by any insurer other than us is available to you.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS**  
**ENDORSEMENT-PREMIUM**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

Paragraph 5. of SECTIONIV-PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS is deleted and replaced with the following:

**5. Premium**

- a. The Deposit Premium shown in the Declarations is due and payable at the effective date of this policy.
- b. The Deposit Premium of JPY \_\_\_\_\_ will be adjusted:
  - (1) At every April 30 from 2017 to 2020 respectively, by the "total sum" of our total paid loss (i.e., loss and loss expense paid)
  - (2) At April 30, 2021 ultimately, by the "total sum" of our total aggregate incurred loss (i.e., loss and loss expense paid plus loss and loss expense outstanding)
- c. In case of all claims are settled (i.e., loss and loss expense paid) between April 30, 2017 and April 30, 2021, the Deposit Premium shall be adjusted after the time of claim settlement even if before April 30 2021.
- d. If the above-mentioned "total sum" exceeds JPY \_\_\_\_\_ at the time of each adjustment, then you shall promptly pay us, as an additional premium, the difference between the above-mentioned "total sum" and the Deposit Premium plus the additional premium, if any, charged at the proceeding adjustment(s).

An additional premium will be calculated by the formula below,

- (1) At every April 30 from 2017 to 2020

Additional Premium= [the difference between "total sum" of our total aggregate paid loss (i.e., loss and loss expense paid) - Deposit Premium and proceeding additional premium]

**PROPRIETARY & CONFIDENTIAL**

**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(2) At April 30, 2021

Additional Premium = [the difference between "total sum" of our total aggregate incurred loss (i.e., loss and loss expense paid plus loss and loss expense outstanding) - Deposit Premium and proceeding additional premium]

This subjects to the Maximum Additional Premium and the Minimum Additional Premium shown below:

Maximum Additional Premium: US\$                      less JPY

Minimum Additional Premium: JPY

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411699

ENDORSEMENT NUMBER: 15

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**INSTALLMENT OF PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. The Deposit Premium of                      ).- will be due and payable in Twelve installments as outlined in "Schedule of Payments".

**Schedule of Payments**

No.	Due Date of Payment	Amount Due
1	May 1, 2014	
2	June 30, 2014	
3	July 31, 2014	
4	August 31, 2014	
5	September 30, 2014	
6	October 31, 2014	
7	November 30, 2014	
8	December 31, 2014	
9	January 31, 2015	
10	February 28, 2015	
11	March 31, 2015	
12	April 30, 2015	
Total		

2. In the event of the first Named Insured failing to pay premium on each due date, this policy shall terminate on the due date.
3. If you pay all of the due premium within 1 month after the termination described 2. above, this policy will not be deemed to be terminated. In no event, however, this insurance applies to any claims made after the termination and before the payment of all of the due premium.

**PROPRIETARY & CONFIDENTIAL**

**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

**POLICY NUMBER: 3014411698**

**ENDORSEMENT NUMBER: 16**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CO-INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

This policy is issued by us on behalf of the following co-insurer(s) who, each for themselves and not for the others, are severally and independently liable for their respective subscription hereto as specified below:

Tokio Marine & Nichido Fire Insurance Co., Ltd.	55%
Mitsui Sumitomo Insurance Co., Ltd.	25%
SOMPO JAPAN INSURANCE INC.	20%



**PROPRIETARY & CONFIDENTIAL**

**TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411698

ENDORSEMENT NUMBER: 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DEFENSE ENDORSEMENT -  
MANUFACTURER DOMICILED OUTSIDE JAPAN**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. "Overseas manufacturer" in this policy means the person or organization added as an additional insured, which is domiciled outside Japan, only with respect to the operations in the regular course of manufacturing "your product".
2. When we defend against any "suit" or make investigation and settlement of any claim made against any insured with respect to "bodily injury" or "property damage" arising out of "your product" manufactured or sold by the "overseas manufacturer", the first Named Insured is the sole party we will contact in conducting such defense, investigation or settlement (including sending a notice or asking any necessary cooperation).  
However, we may at our discretion directly contact the "overseas manufacturer" when necessary for such defense, investigation or settlement.
3. The first Named Insured has the duty to make the "overseas manufacturer" fulfill insured's duties described in Paragraph 2. of SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS.
4. We will be released from any duty under this policy retrospectively to the time such duty has arisen, when the first Named Insured does not fulfill its duty set forth in Paragraph 3. above without any proper reason.

**PROPRIETARY & CONFIDENTIAL****TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

POLICY NUMBER: 3014411698

ENDORSEMENT NUMBER: 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL DEFINITION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

1. For the purpose of premium adjustment, "sales" means the gross amount of money charged by you or others trading under your name for all goods or products sold or distributed including taxes and levies which you or others collect and remit directly to a governmental division.

2. Subparagraph 5. b. of SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS is deleted and replaced with the following:

b. The Deposit Premium is subject to adjustment unless shown as a flat premium.

If the Deposit Premium is subject to adjustment, then, upon expiration or cancellation of the policy, the earned premium shall be computed in accordance with the Premium Basis reported to us upon the expiration or cancellation of this policy. In no event, however, shall the earned premium be less than the Minimum Annual Premium shown in the Declarations or the fraction of the Minimum Annual Premium computed in accordance with Paragraph A. 5. of Common Policy Conditions.

If the earned premium exceeds the Deposit Premium paid, you shall pay the excess to us; if the earned premium is less than the Deposit Premium paid, we shall return the difference to you.